

All corrigenda, addenda, amendments, time extensions clarifications and etc., to the tender will be hosted on BHEL website (www.bhel.com) only. Bidders should regularly visit BHEL website to keep themselves updated

B H A R A T H E A V Y E L E C T R I C A L S L I M I T E D

RAMACHANDRAPURAM : : HYDERABAD – 502032

TC OPEARTIONS DIVISION

TELEPHONE NO. 23185281 & 23183401

NOTICE INVITING TENDER

TENDER NOTICE NO. HY/AGM/OT-05/2013-14 DT: 16-05-2013,Item no.3

Sealed tenders in two separate covers for technical bid and price bid, both enclosed in one sealed cover mentioning the tender notice number, name of the work and due date of tender opening are invited by the AGM/Prodn.& Services-TC from the reputed contractors/firms, experienced in similar works as mentioned in Pre-qualification criteria.

1. Name of work : Partial off-loading of Semi-skilled activity in regulation assembly of 01 shop.
2. Total value of work : ₹.26.29 lakhs.
3. Earnest Money Deposit : ₹. 60,000/-
4. Period of contract : Six months from date of awardal.
5. Maintenance period : NIL
6. Sale of tenders : 22.05.2013 to 04.06.2013, upto 15.00hrs.
7. Last date of receipt of tenders : 05.06.2013 upto 11.00 hrs.
8. Date and time of opening of tenders : 05.06.2013 13.30 hrs.
9. Cost of tender documents : ₹. 1000/-
Including S.T.(Non-refundable)

Signature of Tenderer

ISSUING OFFICER

NOTE:

1. Period of contract shall be as mentioned in first page.
2. Tenders are **on two - part bid system** (Techno commercial bid and price bid).
3. Tender documents can be had through BHEL website <http://www.bhel.com> cost of document shall be paid in the shape of Demand Draft or Bankers Cheque or Pay Order and separately enclosed to the tender bid.
4. **Submission of tender covers for each work (separately) shall be as given below:**
 - Cover-A - for Technical and Commercial Bid (sealed cover) super scribing the Tender notice No., name of work, Contractor name & address.
 - Cover-B - for Price Bid (sealed cover) super scribing the Tender notice No., name of work, Contractor name & address.
 - Cover-C - This cover shall contain sealed Cover A (Technical bid) and sealed Cover B (Price bid). The cover shall be sealed and super scribed with Tender notice No., name of work and Contractor name & address.
- b) If any Contractor submits combined bid i.e., Tech. Bid and Price Bid in one cover, such offer shall be summarily rejected.
5. The requisitions for tender documents shall be given in person to AGM/Prod. & Service TC, BHEL., Ramachandrapuram, Hyderabad 502 032 along with Demand Draft/Banker's Cheque drawn in favour of "BHARAT HEAVY ELECTRICALS LIMITED, HYDERABAD" or payment of cash in BHEL Cash Office (No other mode of payment will be accepted). Tender documents shall be collected in person by the contractor or his representative.
6. Techno commercial bids will be scrutinised on the same day. In case the agency has not satisfied all the above conditions with documentary proof while submitting tender document, the bid will be rejected and their price bid will not be opened.
7. In case of a firm, all the documents pertaining to above clauses shall be in the name of the firm. However in case of sole proprietor or individuals these can be in the name of the sole proprietor or individual.
8. Agencies who are presently working with BHEL are also required to submit proof of satisfactory performance and completion of contract otherwise the bid will not be considered further evaluation.
9. All the columns shall be filled with proper information by bidder.
10. BHEL reserves the right to reject or cancel the tender at any stage of the tender process without assigning any reasons there of.
11. **The bidders are required to submit their willingness in their letter head at the time of submitting the offer to deploy persons with experience and skills developed in the respective works areas in BHEL 01 shop as identified above and preferably who have worked in BHEL in the above areas during the period 20.11.2012 to 31.03.2013.**
12. **The Difference of amount between reserved value of work (minimum value of work based on statutory payments against work force (BHEL daily wage, leaves, PF, ESI & Bonus @20%), PPE's, safety gadgets etc. specified in schedule of items) and value quoted lesser than reserved value, by successful bidder shall be deposited before awardal of the work, in addition to security deposit. The amount will be released after successful completion of the work and against compliance of all statutory payments of the work force deployed.**

Signature of Tenderer

ISSUING OFFICER

I. PRE QUALIFICATION CRITERIA:

The following conditions have to be satisfied by the tenderer, with documentary proof to be enclosed with tender bid. In case the agency fails to enclose the following documentary proof with tender, the tender will be liable for rejection.

1. Experience of having successfully completed/executed works, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:-
 - a) Three similar completed/executed related to mechanical works costing not less than the amount equal to 40% of the estimated cost (each work ₹.10.51 lakhs).
or
 - b) Two similar completed/executed related mechanical works costing not less than the amount equal to 50% of the estimated cost (each work ₹.13.14 lakhs).
or
 - c) One similar completed/executed related mechanical work costing not less than the amount equal to 80% of the estimated cost (₹.21.03 lakhs).

Similar work: Semiskilled/Skilled type of mechanical works.

2. Average annual financial turn over during the last 3 financial years (2011-12,2010-11&2009-10) should be at least 30% estimated value of work (₹.7.88 lakhs).
3. E.S.I Code NO. (proof of having Code No: to be enclosed):
4. PAN NO: (proof of having Code No: to be enclosed).
5. Labour licence (Central/State Government) : (proof of having Code No: to be Enclosed, In case not available, bidder shall submit the License before commencement of the work).
6. Service Tax Registration No: (proof of having Code No. to be enclosed):If not available proof of application submitted for obtaining service tax with concerned department shall be enclosed). Bills will not be processed until proof of having Code No. submitted).
7. **The bidders are required to submit their willingness in their letter head at the time of submitting the offer to deploy persons with experience and skills developed in the respective work area in BHEL 01 shop as identified above and preferably who have worked in BHEL in the above areas during the period 20.11.2012 to 31.03.2013**

The bidders shall ensure to submit all the relevant documents in the pre-qualifying criteria.

Signature of Tenderer

ISSUING OFFICER

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD-32

TENDER NOTICE

TENDER NOTICE NO. HY/AGM/OT-05/2013-14 DT: 16-05-2013,Item no.3

1. Sealed Tenders will be received by the AGM/Prod. & services-TC, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 at **Vendor complex** behind Admn. Building,BHEL up to 11.00 hours on **05.06.2013** for the work of **“Partial offloading of semi-skilled activity in regulation assembly of 01 shop”** Ramachandrapuram, Hyderabad-502 032. Andhar Pradesh., Tenders (Technical bid) will be opened at **Vendor complex** behind Admn. Building,Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad-32 on the same day at 13.30 hours. The tenderers or their agents are expected to be present at the time of opening of the tenders. The tender receiving officer will, on opening such tender, attest over writings or corrections, if any, therein in the presence of the tenderers who may be present at the time. The tender should be obtainable from the Office of the DGM/ Services-TCGT.
2. Tenders must be submitted in sealed covers and should be addressed to The AGM/Prod. &Services-TC, Bharat Heavy Electricals Limited, Ramachandrapuram, Hyderabad – 32, the name of the tender notice no.,name of work, due date of opening and name of tenderer on the cover. If the tender is made by a individual, it shall be signed with his name and his full address shall be given, If it is made by firm, it shall be signed with the co-partnership name by a member or the firm, who shall also sign his own name and the name and address of each member of the firm shall be given, if the tender is made by a corporation, it shall be signed by a duly authorised officer who shall produce with his tender, satisfactory evidence of his authorisation. Such tendering corporation may be required before the agreement is executed, to furnish evidence of it’s corporate existence.
3. Each tenderer must pay as Earnest Money, a sum of **mentioned in the 1 st page** and enclose with his tender the receipt endorsed accordingly. The earnest Money prescribed for this work may be offered in any of the following forms duly pledged to the Sr. Accounts Officer (CASH), B.H.E.L., Ramachandrapuram, Hyderabad-32.
 - a) Cash Receipt from B.H.E.L., Cash Office
 - b) Bankers cheque, Demand Draft.

The Earnest Money will be refunded to the unsuccessful tenderer after the intimation of rejection of the tender is sent. The Earnest Money will be retained in the case of the successful tenderer and get converted as a part of security Deposit for the due performance of the contract and in either case will not carry any interest. It will be dealt with as provided in the conditions attached to the tender. When a tender is to be accepted, the tenderer whose tender is under consideration, shall attend the Office of DGM/ Services-TCGT on the dates fixed by written information to him.

Signature of Tenderer

ISSUING OFFICER

He shall forth with upon intimation being given to him by the DGM/ Services-TCGT of acceptance of his tender, complete the execution of the agreement by signing all documents connected there with, Failure to do so shall entail forfeit of the Earnest Money Deposit.

4. EMD by the Tenderer will be forfeited as per Tender Document if.
 - i) After opening the tender, tenderer revokes his tender within the validity period or increases his quoted rates.
 - ii) The tenderer does not commence the work in the period as per LOI/Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract the work should be commenced.
5. EMD shall not carry any interest.
6. Tenderers shall peruse carefully the instructions laid in General Conditions of the contract and all other relevant documents before tendering for the work. It shall be noted that any errors, omissions in the tender documents will be interpreted at the by the accepting authority at his discretion.
7. The DGM/ Services-TCGT reserves the right to reject any tender or part thereof or all the tenders without assigning any reasons thereof.
- 8a. Tenders offering a percentage deduction from or increase on the estimate amount and those not submitted in proper form or in due time will be rejected.
- 8b. **The offer shall be valid for a period of 90 days from the date of opening of the technical bid.**
- 9a. Security Deposit should be collected from the successful tenderer. The rate of Security Deposit will be as below:

Upto Rs. 10 lakhs	10%
Above Rs. 10 lakhs upto Rs. 50 lakhs	Rs. 1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs
Above Rs. 50 lakhs	Rs. 4 lakhs + 5% of the amount exceeding Rs. 50 lakhs

The Security Deposit should be deposited before start of the work by the contractor.
- 9b. Security Deposit may be furnished in any one of the following forms.
 - i) Cash (as permissible under the Income Tax Act)
 - ii) Pay Order, Demand Draft in favour of BHEL.
 - iii) Local cheques of scheduled banks, subject to realization.
 - iv) Securities available from Post such as National savings Certificates, Kisan Vikas Patras etc.
 - v) Bank Guarantee from schedules Banks / Public Financial Institutions as defined in the Companies Act. The Bank Guarantee format should have the approval of BHEL.
 - vi) Fixed Deposit Receipt issued by scheduled Banks / Public Financial Institutions as defined in the companies Act. The FDR should be in the name of the contractor, A/C BHEL, duly discharge on the back.

Signature of Tenderer

ISSUING OFFICER

- vii) Security Deposit can also be recovered at the rate 10% from the running bills. However in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% will be recovered from the running bills.
- viii) EMD of the successful tenderer shall be converted and adjusted against the security deposit.

NOTE: Acceptance of Security Deposit against sl. No. (iv) and (vi) above will be adjusted to hypothecation or endorsement on the documents in favour of BHEL. However, BHEL will not be liable or responsible in any manner for the collection of interest or renewal of the documents or in any other matter connected therewith.

- 9c. Security Deposit shall not be refundable to the contractor except in accordance with the terms of the contract.

The Security Deposit will be released after completion final bill and fulfill the statutory payments and Bonus@20% to the workers working under this work.

Signature of Tenderer

ISSUING OFFICER

Regulation assembly

DIRECTIONS TO PARTIES FOR TENDERING

1. The tenderer shall examine closely, the relevant clauses of the standard preliminary specification before submitting his tender rates which shall be for finished work in site. He shall also carefully study all the documents which form part of the agreement to be entered into by the accepted tenderer.
2. Each tenderer must also send a certificate of Current Income Tax Clearance from the appropriate Income Tax Authority in the form prescribed therefor. In the case of proprietary firm, it will be necessary to produce the certificate aforementioned for the proprietor or proprietors and for each of the partners as the case may be.
3. The tenderer should quote specific rates for each item in the schedule and the rates should be in rupees and paise. The units and rates should be written both in words and figures. The schedule accompanying the tender shall be written legibly and free from erasures, over writings or corrections of figures. Corrections where unavoidable should be made by crossing out, initialing, dating and rewriting. No alterations which is made by the tenderer in the agreement form, the conditions of agreement, the drawings or specifications accompanying the same will be recognized and if any such alterations are made, the tender will be void.

Signature of Tenderer

Issuing Officer

TENDER FOR THE WORK

I/We _____ do hereby tender to execute works of the under mentioned description after visiting work site and in accordance with the conditions noted below in consideration of payment being made for the quantity of work executed at the respective rates specified in the following schedule.

I / We hereby distinctly and expressly declare and acknowledge that before the submission of my / our tender I / We carefully followed the instructions in the tender notice and have read the clauses of the preliminary specifications and that I /We have made such examination of the contract documents and of the specifications etc., and of the location where the said work is to be done and such investigation of the work required to be done and in regard to the material required to be furnished as to enable me/us thoroughly to understand the intention of same and the requirements, covenants, agreements, stipulations and restrictions contained in the contract and in the said specifications and distinctly agree that I /We will not hereafter make any claim or demand upon the Bharat Heavy Electricals Limited based upon or arising out of the said requirements, covenants, agreements, stipulations, restrictions and conditions I /We, _____ enclose a income tax verifications certificate. I /We _____ have already produced income tax verification certificate during the current calendar year in respect of (here particulars of the previous occasion on which the certificate was produced should be given

_____.

Signature of Contractor (S)
Address

TENDERER'S AND CONTRACTOR'S CERTIFICATE

1. I hereby declare that I have perused in detail and examined closely its addenda volume and also BHEL General Conditions of contract. I agree to be bound by and comply with General Conditions of contract, for the items of works specified in the price bid and the work as a whole.
2. I hereby declare that I shall pay the BHEL notified minimum wages to my workers as applicable from time to time. I shall also adhere to all the statutory obligations under Contract Labour (Regulation and Abolition) Act 1971 and Rules framed there under with subsequent revisions if any.

Date _____

SIGNATURE OF CONTRACTOR(S)

Regulation assembly

CONTRACTOR'S OBLIGATIONS

I) CONTRACTUAL

- a) Contractor shall supervise the work allotted to him and to be carried out by his employees.
- b) Contractor to ensure that the employees deployed in the premises of BHEL are physically and mentally fit and do not have any criminal record. Such employees should possess requisite skill, proficiency, qualification, experience etc.
- c) Contractor to maintain appropriate records of his employees deployed to carry out the job(s).
- d) Contractor should issue appropriate appointment letters to his employees.
- e) Contractor to provide employment card/identity card with photograph duly verified and attested by the Contractor to his employees. Contractor to indicate the name of the proprietary/partnership firm/company, place of work, contract number and duration of validity of card.
- f) Contractor will be responsible for the good conduct of his employees. In case of any misconduct/misbehaviour by any employee, the contractor will replace such employee(s) immediately.
- h) Contractor will ensure that the job is executed through his employees on his rolls and under no circumstances the contractor will deploy any casual employee to carry out the job nor shall sub-contract the job without prior written permission.
- i) Contractor will keep watch on his employees and he will be liable for any pilferage / loss to BHEL due to acts of omission and commission by his employees. Similarly, liability for any compensation to outsiders on account of any act of omission and commission by the employees deployed by the contractor shall lie exclusively with him.
- j) Contractor to provide safety appliances and safety shoes to his employees. The contractor shall be responsible for enforcing all safety regulations as applicable.
- k) The contractor has to provide a distinct uniform different from BHEL employees. The Uniform should have logo of the Contractors firm / company. The uniform shall be kept in neat, tidy and wearable condition. Wherever necessary, the Cap shall be integral part of the uniform.
- l) Contractor to ensure that all precautions are taken for safety of his employees and equipments.
- m) In the event of termination of contract for any reason whatsoever, the contractor shall withdraw all his employees from the establishment of BHEL. In case contractor decides to terminate services of his employees, he should settle all terminal dues including retrenchment compensation.
- n) Contractor shall provide to his employees all tools, tackles and equipments and maintain the same to carry out the job under the contract at his cost and if necessary contractor may take insurance policy of his men, material, equipments and tools and tackles.
- o) Contractor shall provide safety appliances and maintain the same at his own cost which may be required under the statute or otherwise.
- p) Contractor shall provide material at his cost as mentioned in the contract to his employees for carrying out the job.

II) TOWARDS STATUTORY LIABILITY

- a) All statutory requirements under Minimum Wages Act. 1948, Payment of Wages Act. 1936, BHEL payment guide lines, Workmen Compensation Act. 1923, EPF & MP Act, 1952, Payment of Gratuity Act, 1972. ESI Act, 1948. The Contract Labour (R&A) Act, 1970, Payment of Bonus Act, 1965, Income Tax Act, Service Tax Act and all other applicable Acts shall be complied with by the contractor.

The contractor shall produce the following Registers and forms before commencement of work, verification by the Executing Officer of the company.

- i. Form XIII - Register of workmen employed by contractor (Rule 75)
- ii. Form XIV - Employment card issued by contractor (Rule 76).
- iii. Form XVI - Muster Roll (Rule 78 (1) (a) (i)).
- iv. Form XVII - Register of Wages (Rule 78 (1) (a) (i)).
- v. Form XVII - Register of wages - cum Muster Roll (in case of weekly payment).
- vi. Form XIX - Wage slip (Rule 78 (b)).
- vii. Form XX - Register of deduction for damages or loss (Rule 78 (1) (a) (ii))

Signature of Tenderer

Issuing Officer

- | | | | |
|-------|------------|---|---|
| viii. | Form XXI | - | Register for fines (Rule 78 (1) (a) (ii)). |
| ix. | Form XXII | - | Register of advances (Rule 78 (1) (a) (ii)). |
| x. | Form XXIII | - | Register of overtime (Rule 78 (1) (a) (iii)). |
| xi. | Form XXIV | - | Register to be sent by the contractor to
licensing Officer (Rule 82)(1) |

The contractor shall maintain the above neatly, completely and legibly for inspection by various statutory authorities and the company officials even at short notice

- b) Contractor shall comply with all statutory requirements, rules, regulations, notifications in relation to employment of his employees issued from time by the concerned authorities of BHEL.
- c) **Contractor shall ensure payment of statutory prescribed by BHEL HR-IR minimum wages as applicable from time to time in the presence of authorized representative of BHEL and maintain proper records of their timely disbursement. These records need to be preserved for a period of at least 3 years and should be made available even after the contract is over for any verification by the statutory authorities / BHEL authorities.**
- d) Contractor to provide PF pass book to his employees and ensure payment of PF, EDLI, pension dues under EPF & MP Act, 1952 to the PRFC.
- e) Contractor shall ensure payment of ESI contribution under ESI Act, 1948 and provide ESI membership No. / card of each employee.
- f) Contractor shall produce proof of deductions as well as remittances of PF, EDLI, Pension, ESI contribution, administrative charges etc. wherever applicable and shall maintain proper records. Contractor to issue wage slips to his employees.
- g) Contractor shall furnish proper returns to the concerned statutory authorities and provide a copy of the same to BHEL.
- h) Contractor shall be solely responsible for non-payment/delayed payment of wages/DA, contributions under EPF & MP Act, ESI Act etc.
- i) In case the contractor fails to make payment of wages to his employees or remittance of contribution to the concerned authorities, the security deposit / other dues / running bills under the contract can be utilized by BHEL to discharge the liability of the contractor.
- j) Contractor shall indemnify BHEL against all claims and losses under various Labour Laws, statutes or any civil or criminal law in connection with employees deployed by him.
- k) The liability for any compensation on account of injury sustained by an employee of the contractor will be exclusively that of the contractor.
- l) Contractor to obtain insurance cover for his employees / equipment / tools and tackles etc. and take third party risk insurance coverage at his own cost. BHEL shall not be responsible for any loss, damage, and pilferage of property and / or his employees.
- m) Contractor should have independent code numbers / exemptions under EPF & MP Act, 1952 and ESI Act, 1948 and shall cover his employees under the said codes.
- n) Payment of bonus under the payment of Bonus@20%, Payment of gratuity under the Gratuity Act, and retrenchment compensation under Act will be the sole responsibility of the contractor.
- o) Over and above the daily wage rate, payment shall be made for leave with wages.
- p) Contractor shall observe Provisions of the Factories Act in respect of working hours, holidays, rest intervals, leave and overtime to his employee.
- q) In case a contractor employs women as employee he will discharge his obligation under law in respect of such women workers such prohibition of engaging them during night-hours, prohibition of employing them for more than 9 hours per day, provision of crèche facility, grant of maternity leave as per rules etc.
- r) Contractor shall be responsible for making payment of wages before expiry of 7 days from the last day of wage period and to ensure disbursement of wages in the presence of the authorities representative of contract operating division who shall record under his signature at the end of entries in the Register of wages.
- s) Contractor to obtain license under CL(R&A) Act, 1970.

Signature of Tenderer

Issuing Officer

GENERAL TERMS & CONDITIONS

1. BHEL shall have the privity of the contract with the contractor only and will give instructions to the contractor or his authorized representative. BHEL will have nothing to do or be concerned with the employment of employees working for the contractor. The relationship between BHEL and the Contractor will be that of independent entities and nothing herein contained will amount to joint venture, partnership or an employer-employee relationship.
2. The contractor shall maintain regular contact with the designated employee(s) of BHEL and will interact on matters relating to the work awarded under this contract.
3. In case the Contractor does not carry out the Contractual / Statutory obligations or the services rendered by him are found to be unsatisfactory, BHEL shall bring the same to his notice and he will be obliged to discharge the obligations and rectify the deficiency / anomaly within three days time failing which, BHEL reserves the right to terminate the contract without assigning any reason whatsoever. In such an event, no damages will be payable for short closure of the contract.
4. The decision of BHEL regarding interpretation of any of terms and conditions set forth in his agreement shall be final and binding on the Contractor.
5. Any matter arising out of or in connection with the agreement shall be under jurisdiction of Sanga Reddy Court.
6. Notwithstanding anything contained in this Agreement, the contract may be terminated by BHEL without assigning any reason thereof by giving a notice of 15 days to the contractor.
7. **However, BHEL reserves the right to extend the contract on the same terms and conditions at the discretion of BHEL. The Contractor is bound to execute the work on such extended period (upto 31.03.2014) of contract on the same terms and conditions without any demur.**
8. Contractor shall obtain complete bio-data of the labour, employment certificate and Antecedent verification in the prescribed form for each labour and supervisor engaged by him and shall submit the same to the Personnel Department / IR section through the contract executing officers before commencement of the work.
9. The Entry permits are to be issued to the Contract Labour by Assistant Commandant/CISF (Plant), based on the requisition submitted by Contract Executing Officer and forwarded by Dy. General manager/Personnel.
10. Every contractor shall submit a notice regarding commencement and completion, of work in form – VI A&B [Rule 25 (VIII) & 81 (3)] to Personnel Department, IR section through his contract executing officer, for forwarding the same to State Labour Department.
11. The contractor shall make himself of his representative available at the work spot everyday during execution of work, for effective supervision.
12. The contractor shall attend to all inspections notified / conducted by the Personnel Department, Labour Department, P.F. authorities. Factory Inspectors ESI Inspectors, or any other such authorities under the act.
13. Non – compliance of any provisions under the act/ rule/instructions / guidelines shall make the contractor liable for penal action including termination of contract.
14. Contractor shall furnish in a separate letter his place of residence and postal address. The delivery at the above named place or posting in a Post box regularly maintained by the post and telegraph Department or sending letters registered for acknowledgement of any notice, letter or other communication to the contractor. Change in address shall come into force at any time by an instrument executed by the contractor and delivered to the Company official who has signed the contract.
15. The contractor must satisfy himself by personal study and examination of the drawings/specifications furnished and understand thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall not be at any time dispute / complaint of any misunderstanding with regard to scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done not shall any application for compensation in terms of time and money shall be accepted by company regarding the above.
16. Contractor shall in his absence keep competent agent constantly on the works and any directions or explanations given by the “Contract Signing Officer” or his representative to such agent shall be held to have been given to the contractor himself.
17. Contractor on the advice of company official shall immediately remove any person employed by him, who may in the opinion of the company official is incompetent or misc. conducts himself and such persons shall not be again employed on the works without permission of the company official.

Signature of Tenderer

Issuing Officer

18. The contractor shall erect and maintain at his own cost temporary weather proof sheds at such places approved by the company for keeping materials under cover.
19. The contractor shall give all notices required by the acts regulations , bylaws, legal acts and pay all fees in connection therewith unless and otherwise arranged and decided in writing with the company. He shall also ensure that no attachments are made against materials or work forming part of or for the use of the contractor. In all such cases, contractor shall protect and indemnify the company against any claim or liability arising from or based on the violation of any such laws, ordinances, regulations, orders, decrees or attachments either by himself or by his employees,
20. It shall be contractor's sole responsibility to protect the public and his employees against accident from any cause and provide required safety equipments and shall indemnify, the company against any claims for damages for injury to the person or property resulting from any such accidents and shall, where the provisions of the workmen's compensation act apply, take steps to properly insure against any claims thereunder.
21. In the event of any accident in respect of which compensation may become payable under the workmen's compensation act VIII of 1923 whether by the contractor or by the company as principle employer, it shall be lawful for the company to retain out of monies due and payable to the contractor such sum or sums of money as may, in the opinion of the company shall be final in regard to all matter arising in this clause.
22. No work shall be done on Sundays or on other declared holidays of the company without the written permission of the company officer incharge of the work. The contractor shall comply with the provisions of the Factories Act Rules framed thereunder if the same are applicable.
23. The contractor shall keep his work place clean and safe to avoid injuries to men and damage to finished products / equipments.
24. On the occurrence of an accident, which results in the death of any of the workmen employed by the contractor or which is so serious as to be likely to result in the death of any such workmen, the contractor shall within 24 hours of the happening of such an accident intimate in writing to the company official incharge of the work.
25. The contractor shall indemnify the company against all losses or damages sustained by the company resulting directly or indirectly from his failure to give intimation in the manner aforesaid including the penalties or dues if any and become payable by the company, as a consequence of failure, the company to give notice under the workmen's compensation act or otherwise confirm to the provisions of the said act in regard to such accident.
26. **The contractor shall ensure adherence to all statutory requirements applicable to BHARAT HEAVY ELECTRICALS LIMITED, RAMACHANDRA PURAM, HYDERABAD-502032.**
27. Notwithstanding the clause, in case of any financial loss incurred by the company on account of contravention of the Provident Fund regulations or any regulations of rule touching the same by the contractor, the contractor shall submit an undertaking to indemnify the company to the extent of the loss incurred by the company.
28. The contractor should engage only those labourers who shall be more than 18(eighteen) years of age.
29. The contractor shall not resort to subcontracting under any circumstances. If found subcontracting at a later date, BHEL reserves the right to take whatever action it deems fit, including cancellation of the contract.
30. The contractor shall provide the required safety equipment labours engaged by him.
31. Contractor shall issue "Employment Card" as per statute to all the labour and supervisors covered under the job work contract.
32. The contractor shall be responsible to settle any grievances of the labour deployed by him.
33. Whenever the term "CONTRACTOR" is used, it shall be understood to refer to the particular person, firm or corporation with whom an agreement has been made by the concerned company official for executing the work defined in the concerned agreement and for the purpose of instructions regarding compliance with contract conditions, it shall include the contractor's authorised agents, who are entrusted with the work by contractor.
34. The quantities mentioned in the agreement schedule are worked out from the relevant drawings in the company and may not be the actuals required for execution.
35. The company does not expressly or by implication agree that the actual amount of the work to be done shall correspond there with, but reserves the right to increase or decrease the quantity of any class or portion of the work as he deems necessary.

Signature of Tenderer

Issuing Officer

36. All the works shall be carried out in accordance with the directions and to the satisfaction of the company official in accordance with the drawings, specifications and instructions. Supplementing or explaining the same as may from time to time shall be done by the company official.
37. For all modifications, omissions or additions to the approved quantity, the company shall issue revised plans or written instructions and no modifications, omission or addition shall be made unless at any time before completion of the work.
38. The company shall have the privilege of ordering modifications, omissions, or additions at any time before completion of the work.
39. All materials, articles, and workmanship shall be the best of their respective kinds for the class of work described in the contract specifications and schedule and materials to be obtained by the contractor shall be from sources approved by the company.
40. Sample of materials shall be furnished by the contractor at his expense to the company when called for before execution of any work.
41. The company shall have power to reject at any stage, any work which is considered to be defective in quality of materials of workmanship and shall not be debarred from rejecting wrong material by reasons of having previously passed them in an unworked condition. Any portion of the work or pronounced to be inferior or not in accordance with specifications shall be taken down and removed from the work site at the contractor's expenses.
42. The decision of the company shall be final and binding on the contractor on all technical questions which may arise in the contract with respect to material, workmanship, removal; of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
43. The decision of the "Contract Signing Officer" or any officer deputed by him duly authorised on his behalf, in respect of the rate of progress and the quality of work or material shall be final.
44. Contracts shall be deemed to have included in his tender price of all the plant. Machinery and appliances required for the purpose of all operations connected to secure a satisfactory quality of work within the opinion of the company will ensure the completion of the work within the time specified.
45. If at any time, during the progress of work or any part of it such methods or equipment appear to the company official to be insufficient or inappropriate for ensuring the quality of work required or rate of progress, he may order the contractor to increase their efficiency or to improve their quality of work and the contractor shall comply with such order and on failure of which the company may take such action as it deems it fit to improve the quality of work of the company may take such action as it deems if fit to improve the quality of work or the rate of progress required from the contractor and all such actions taken by the company shall be at the cost and risk of the contractor.
46. It is open to the company to lend or supply to the contractor any tools, implement, material and machinery that are needed by the contractor, which in the opinion of the company is essential to improve the quality or progress of work. The contractor shall pay such deposit or charges that may be fixed or determined by the company for any such articles or machinery lent or hired to the contractor.
47. Any electric power required for contractors machinery for the purpose of work shall be supplied by the company at the written request of the contractor at one point subject to the observance of rules and regulations of Electric board / company and charges there on shall be recovered from the contractor.
48. The contractor shall conform to the regulations and laws of central / state govt. or any local authority and that of the company with whose system the machinery is supposed to be connected.
49. All rubbish as it accumulates shall be removed from the site to the point of disposal as indicated from time to time by the company. If this is not adhered to, the company shall remove the scrap and recover the cost of these operations from the bills of the contractor.
50. Any sum due from the contractor on account of tools and plants, stores, or any other items provided by the company shall be deducted from the respective bill due to him.

Signature of Tenderer

Issuing Officer

51. In case the contractor does not execute the work awarded to him as per the terms and conditions of the agreement, the security deposit shall be forfeited and same shall be got executed by some other contractor and the excess cost incurred shall be recovered from the contractor's pending bills. In case Contractor/Supplier withdraws the quotation after its acceptance by BHEL, or fails to execute the work or supply goods as per the terms and conditions of contract or at any time repudiate the contract wholly or in part, BHEL shall be at liberty to forfeit the EMD/SD submitted by Contractor/Supplier and cancel the Work Order/Purchase Order. BHEL reserves the right, without any prejudice, to get the work done/procure material through alternate sources along with other incidental charges at the risk and cost of the contractor/Supplier. In case of execution of work through alternative sources, the extra cost incurred by the company will be recovered from the defaulting contractor/supplier and if price is lower, no benefit on this account will be passed on to Contractor/Supplier.
52. In case of breach of any of the terms and conditions of the contract, a claim shall be lodged under the bank guarantee with the guarantor at the discretion of the competent authority of the company. On successful completion of the contract to the satisfaction of the company, the bank guarantee shall be released after due claim period.
53. In the event of any question or dispute or under this contract, the same shall be referred to a competent Authority in the company for sole arbitration and his decision shall be final and binding on the parties to the contract.
54. In case of any suit or other legal proceeding arising under this contract, the courts at Sangareddy (Medak Dist.) A.P only shall have the Jurisdiction.
55. The company reserves the right to enter into parallel agreement with one or more contractor at their direction.
56. Disputes, grievances between the contractor and his labour, will have to be settled by the contractor only.
57. The labour employed by the contractor, if found in abetting and fellow labour or contractors or any BHEL employee, the same shall be considered as an act of indiscipline. Such labourers shall be removed from the services of the contractor, on the advice of BHEL. Further the contractor shall initiate every necessary action in accordance with the relevant Laws, Rules & Regulations and enactments of State and Central Government.
58. Wherever, BHEL/COMPANY standards are mentioned, copies of which are enclosed shall be strictly followed.
59. Nothing contained in the contract agreement and its conditions shall be deemed to preclude or render inoperative the service of any notice, letter or other communication upon the contractor personally.
60. The decision of the "Contracting Signing Officer" shall be final and binding on the contractor on all technical questions which may arise touching the contract with respect to the quality of material, workmanship, removal of improper work, interpretation of the working drawings, specifications, notes, procedures etc.
62. All disputes arising in connection with the contract shall be settled by mutual consultation. If no agreement is reached the dispute shall be settled in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the rules made there under. The dispute shall be referred for arbitration to any arbitrator to be appointed by the Head of the Unit. The award of the arbitrator shall be final and binding on both the Parties. The venue of the Arbitration shall be Hyderabad in India. The Award to be given by the Arbitration shall be a speaking award. All questions, disputes, differences arising under, out of or in connection with this contract shall be to the exclusive jurisdiction of Sangareddy Courts.

Signature of Tenderer

Issuing Officer

Special Instructions:

1. If an individual makes the tender, it shall be signed with his full name and his address shall be furnished. If it is made by firm, it shall be signed with the co-partnership name by a member of the firm, who shall also sign his own name, also furnish the name and corporation, it shall be signed by a duly authorized officer who shall produce with the tender, satisfactory evidence of his authorization. Such tendering corporation / firm is required to furnish evidence of its existence along with bid.
2. The EMD will be refunded to the unsuccessful tenderers on application after rejection of the tender is intimated. The earnest money will be retained in the case of the successful tenderers and either of the cases will not carry any interest. It will be dealt with as provided in the conditions attached to the tender.
3. Whenever a tender to be accepted, the tenderer, whose tender is under consideration, shall attend the office of "Office Inviting the Tender" on the date fixed by written intimation to him. He shall forthwith, upon intimation being given to him by the "Officer Inviting the Tender" [Ex. DGM (DCD)] for acceptance of his tender, complete the execution of the agreement by signing all documents connected therewith. Failure to do so and not to commence the work within fifteen days from the date of intimation shall entail forfeiture of the earnest money.
4. Tenderers shall peruse carefully the instructions and directions to parties in tendering and the conditions of the agreement and all other relevant documents before tendering the rates for the work. The approximate quantity of work to be executed under each class is given in the schedule. The quantities are given with a view to enable tenderer to quote his overall rate for each class of work in the tender form and for an uniform comparison of tenderers. It shall be definitely understood that BHEL does not accept any responsibilities for the correctness or completeness of this schedule and that the schedule is liable to alterations by omission deductions, or additions at the discretion of accepting authority.
5. The tenderer shall keep the offer valid for a period of 90 days from the date of opening of tender. It is being understood that the tender documents have been sold / issued to the tenderer and the tenderer is being permitted to tender in consideration of the stipulation on his part that after submitting the tender, he will not recall his offer or modify the terms and conditions thereof in a manner not acceptable to the "Officer Inviting the Tender" Should the tenderer fail to observe or comply with the foregoing stipulation, the EMD shall be forfeited.
6. Tenderers have to quote their rates in the tender schedule legibly written in figures and words and those not submitted in proper form are liable for rejection.
7. The submission of tender shall be strictly in accordance with the terms and conditions stipulated in this tender notice. No counter conditions will be acceptable or valid.
8. The tenderers must satisfy themselves by personal study and examination of the drawings / specifications furnished and understands thoroughly the scope of proposed work in detail and all conditions affecting the work before entering into the contract. There shall be no claim of compensation at any point of time after submission of the tender with regard to dispute/ complaint of any nature regarding the scope of work and interpretation of specifications or any misunderstanding with regard to nature or omission of the work to be done and interpretation of terms by contract signing officer of BHEL in regard to the above is final
9. Contractor shall be deemed to have included in his tender price of all the plant, machinery and appliance required for the purpose of all operations connected with the work embraced under the contract to secure a satisfactory quality of work and rate of progress which in the opinion of the "Contract Signing Officer" will ensure the completion of the work within the time specified.
10. The contractor has to produce the bank guarantee in the prescribed proforma valid for the contract period for a value calculated at the rates mentioned towards security deposit. The claim period under the guarantee shall be valid for six months after expiry of the contract.
11. This is a time bound contract for period mentioned, and does not envisage any escalation of price.
12. The rates quoted by the contractor shall be firm for the contract period. There shall be no revision in contract rates due to increase in **any statutory levies including increase in wages** during the period of the contract and this increase shall be absorbed by the contractor himself in full.

BHARAT HEAVY ELECTRICALS LIMITED
RAMACHANDRAPURAM : : HYDERABAD – 32.

(SPECIAL CONDITIONS – SAFETY)

LIST OF SAFETY PRECAUTIONS TO BE OBSERVED BY THE CONTRACTOR

The contractor shall take all necessary safety precautions and arrange for appropriate appliance as per direction of bhel to its authorized officials to prevent loss human lives, injuries to personnel engaged, and damage to property.

The contractor shall provide to its work force and ensure the use of the following **Personal Protective Equipment** as found necessary and as directed by the authorized BHEL officials.

- i) Safety Helmets conforming to IS2925, 1984 compulsory
- ii) Safety Belts conforming to IS 3521, 1983
- iii) Safety shoes conforming to IS 14544-1998 compulsory
- iv) Eye & Face protection devices conforming to IS 1179-1967.
- v) Hand & body Protection devices conforming to IS 2573-1975; IS 6994 – 1973 and IS 8520-1978, IS 578-1985, and IS 6694.
- vi) Driving licence as required by state law department

The contractor shall not use any hand-lamp energized by electric power with supply voltage of more than 24 volts (DC).

All portable electric tools used by the contractor shall have safe plugging system to sources of power and be appropriately earthed.

All tools, tackles, lifting appliances, scaffolds, cradles, safety nets, ladders, equipments etc. used by the contractor shall be safe design and construction. The authorized BHEL officials shall have the right to ban the use of any item, if such use is considered to be dangerous by the concerned BHEL officials.

If the contractor fails to take appropriate safety precautions or to provide necessary safety devices and equipment or to carry out instructions issued by the authorized BHEL officials, BHEL shall have the right to take corrective steps at the risk and cost of the contractor.

The contractor shall take necessary fire safety precautions as per directions of the authorized BHEL officials.

In case of a fatal or disabling injury accident to any person due to lapses by the contractor BHEL shall have the right to impose appropriate financial penalty on the Sub contractor and recover the same from payments due to the contractor for suitably compensating the victim or his/her dependents. Before imposing the penalty. Appropriate enquiry shall be held by BHEL.

In case of any damage to property due to lapses by the contractor, BHEL shall have the right to recover the cost of such damages from the payments due to the contractor after holding an appropriate enquiry.

Signature of Tenderer

Issuing Officer

Specific information communicated to vendors :

Apart from the fulfilment of general conditions, the vendors who wish to submit the bids for the above category have to know the following specific information before quoting their unit rates.

1. Successful bidder has to offer bank guarantee towards security deposit or by any other means which are in practice at B.H.E.L.
2. Payment will be effected monthly on actuals basis after certification by the executives of Dept of 01 in measurement book.
3. The contractor should engage his labour on Sundays and holidays of BHEL as required by Dept. in case of exigencies.
4. **BHEL minimum wages are to be paid to the contract labour which will be varying from time to time as per personnel Dept. circulars.**
5. **The rates should be firm throughout the contract period and enhanced wages are not liable for reimbursement.**
6. This work involves deployment of SW:

Scope of BHEL: Raw material for carrying out the work, consumables(drills, grinding wheels, burrs, gas cylinders, special cutting torches etc.),special tools and power, water & air supply.

Contractor Scope: To arrange required labour and Personal protection equipment as shown in the general conditions, labour etc.

Signature of Tenderer

ISSUING OFFICER

Guidelines for payments of labour.

As per BHEL HR circular the daily wage rate is Exclusive of Holidays, Leave Wage ,PF & ESI, Bonus, PPE's and uniform. All overtime payments shall be @ two times the daily wage.

Daily Wage rates from 01.10.2012 (revision likely in Apr. & Oct. in every year)

U.S.W: Rs.359.65 per day Inclusive of weekly off.

S.S.W: Rs.393.30 " "

S.W : Rs.426.42 " "

i) Leaves and Holidays

- + 6 days paid BHEL holidays per contract period
- + 7 days paid leaves per contract period.

ii) P F and E S I contributions wages

PF @ 13.61 % and ESI @ 4.75 % of basic wages should be contributed by the contractor on above daily wages, BHEL holidays and leaves.

iii) Bonus @ 20% on 3500/- per month.

iv) PPE's @3% on daily wage.

v) Two pairs Uniform per year and stitching charges & one summer cap.

Signature of Tenderer

Issuing Officer

NOTES:

1. Penalty Clause: 0.50 % of the value of work or part thereof will be levied for every week delay by the agency subject to a maximum of 10 % value of the work.

2. Terms of payment:**PAYMENT TERMS:**

- a) Payment will be made after verification of records, regarding work done and certified by the concerned authority.
- b) The Contractor shall record the executed work and get it certified by the concerned officials for processing the bills.
- c) Before billing, the Contractor shall show the records of payment of wages to workmen, ESI & PF contribution to the relevant departments. Contractor shall show the proof of providing relevant Personnel Protective Equipment's to workmen.
- d) Payment will be effected monthly on actuals basis after certification by the executives of Dept of 01 in measurement book.

e) Payment to the workers by Contractor to be made on or before 7th day of every month without fail, otherwise suitable action shall be taken at his (Contractor) risks and cost.

3. If the contractor has not quoted in terms of % excess/less over the unit rate clearly, it is considered as incomplete offer and offer will be rejected.

4. All BHEL general conditions of contract are applicable to this work.

5. In case

- There is any difference in the quoted % in figures and words, word is final for evaluation of tender to ascertained tender preparation.
- In case more than one contractor quotes equal L1 rates further sealed quotation will be obtained from L1 tenderers to decided L1. Under any circumstance revised rate should not be more than the original quoted rate.

6. The department reserves the right to cancel the works contract without assigning any reason there for even after awardal, if the contractor is unable to meet specific requirement the contract whole or partial, of the BHEL.

7. The quantities required by department shall be executed by contractor during contract period.

8. Service tax as applicable will be paid by BHEL.

9. The contractor shall ensure deployment of adequate machines and man power as required for the work and suggested by Engineer-in-charge.

10. The quoted rate shall be valid upto 31.03.2014. Initially LOI will be issued for a period of six months from date of awardal and if BHEL requirement exists, the contract may be extended for the remaining period upto 31.03.2014 at the concluded rate in this tender

Signature of Tenderer

Issuing Officer

Scope of work:

1. Assembly assistance in regulation shop of 01 shop.

Note:

1. The quantities are shown above are approximate and liable for variation.
2. All BHEL General Conditions of the Contract shall be applicable.
3. Any statutory increase in the labour wages during the period of execution shall be borne by the agency. The agency shall quote the rates considering the possible labour escalation also.
4. The agency should **affix his signature at the end of each page of the document and enclosed supporting documents(by bidder) also with Rubber Seal**
5. The rates quoted shall be for finished items of work including all lifting ,shifting from below and above ground and other incidental charges mentioned in the General Conditions of the Contract, unless otherwise specified.
6. The contractor should follow all the safety precautions while executing the work.
7. The contractor or his authorized representative shall be always present at the work site.
8. The contractor shall submit the daily progress report of the works carried to the Engineer-in-charge.
9. The contractor should deploy his men who should not be less than 18 (eighteen) years age.
10. All the bills of contractors will be cleared by Finance Department subject to production of "Clearance Certificate" by the contractors in respect of compliance of all statutory requirement, issued by I R section of Human Resource Department.

Signature of Tenderer

Issuing Officer

PRICE BID

TENDER NOTICE NO. HY/AGM/OT-05/2013-14 DT: 16-05-2013,Item no.3

Name of work:: Partial off-loading of semi-skilled activity in regulation assembly of 01 shop.

S.No.	Description of works	Unit	No. of operation(A)	Rate per operation(B)	Estimated amount(Rs.)(A*B)
1	Partial off-loading of semi-skilled activity in regulation assembly of 01 shop (These operations requires 28 simultaneous semi-skilled operations per day).	operation	4228	621.79	26,28,928.12

TENDER %	IN WORDS	FIGURES
EXCESS		
LESS		

CONDITIONS:

- a. The tenderers are required to quote their percentage of less/excess in figs and words over the Estimate rate/operation.
- b. The above quoted rate shall be valid upto 31.03.2014. Initially LOI will be issued for a period of six months from date of awardal and if BHEL requirement exists, the contract may be extended for the remaining period upto 31.03.2014 at the concluded rate in this tender.

Note:

1.The bidders are required to submit their willingness in their letter head at the time of submitting the offer to deploy persons with experience and skills developed in the respective work area in BHEL 01 shop as identified above and preferably who have worked in BHEL in the above areas during the period 20.11.2012 to 31.03.2013.

2. The Difference of amount between reserved value of work(minimum value of work based on statutory payments against work force(BHEL daily wage, leaves, PF,ESI & Bonus @20%), PPE's, safety gadgets etc. specified in schedule of items) and value quoted lesser than reserved value, by successful bidder shall be deposited before awardal of the work, in addition to security deposit. The amount will be released after successful completion of the work and against compliance of all statutory payments of the work force deployed.

Signature of Tenderer

Issuing Officer